

Agency or Department
Name

Department or Agency
Number

Contract Routing Number

[SAMPLE]

CONTRACT AMENDMENT # _____

THIS AMENDMENT, made this _____ day of _____ 20__, by and between the State of Colorado for the use and benefit of the Department of /or Higher Education Institution (name and mailing address here) hereinafter referred to as the State, and (name and address of contracting entity), hereinafter referred to as the Contractor.

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The parties entered into a contract dated (made date), for (short description of original contract's purpose). The purpose for this amendment is described below.

(Brief statement of facts/reasons for the amendment.)

(Brief statement of intention in amending the contract.)

NOW THEREFORE, it is hereby agreed that

1. Consideration for this amendment to the original contract, (contract routing number), (original contract encumbrance number), dated (made date) consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this amendment is supplemental to the original Contract, **as amended (previous amendment routing number), collectively***, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
(*Note: only use this language if creating amendment # 2 or higher)
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a.
 - b.
4. The effective date of this amendment is upon approval of the State Controller or (date), 20__, whichever is later.

5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original contract, the provisions of this amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.
6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day first above written.

Contractor:

State of Colorado

Bill Owens, Governor

(Full Legal Name)

(Signature of Individual)

(Name of Individual)

Position (Title)

By: _____
Executive Director or College President

(Department of or Higher Ed. Institution)

Date: _____

Attorney General, Ken Salazar

By: _____

Date: _____

Social Security Number
or Federal Employer ID Number

Attestation:

(SEAL)

By: _____
Corporate Secretary,
or Equivalent,
Town/City/County Clerk

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller

Arthur L. Barnhart

By: _____

Date: _____

Date Issued: February 10, 2003

